

AGREEMENT

U. S. 60-70 Cedar
Globe Dist 4

THIS AGREEMENT, made this 23rd
day of December, 1955, by and be-
tween the STATE OF ARIZONA, acting
by and through its STATE HIGHWAY
ENGINEER, thereunto duly authorized,
hereinafter designated STATE, and
the CITY OF GLOBE, a Municipal
Corporation in the County of Gila,
State of Arizona, acting by and
through its Mayor, thereunto duly
authorized, hereinafter designated
CITY.

RECITALS:

For the safety and protection of the traveling public, it is necessary
and desirable that a traffic signal system be installed on the State Highway
system at the intersection of Cedar Street and Broad Street (U. S. Route 60-70)
in the City of Globe, and

WHEREAS, the parties hereto for their mutual benefit desire to co-
operate in the installation and maintenance of the said traffic signal system
each in the manner as hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in
AFE 0128 to defray the State's share of the cost of the work, which is estimated
at \$5,000.00, and

WHEREAS, it is the desire of the parties hereto to proceed with the
work and set out in writing their understandings and agreements pursuant to which
the said work shall be performed, completed and paid for and subsequently main-
tained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the
faithful performance thereof, the City agrees:

1. To furnish all labor and equipment necessary to install in a good
and workmanlike manner, in accordance with the Arizona Highway Department "Traffic
Signal Installation Standards" and "General Specifications for Electric Traffic
Signal and Highway Lighting Systems", which General Specifications and Installation
Standards are made a part hereof, all the electrical materials and apparatus nec-
essary for a complete and functioning traffic signal system including all necessary
concrete work, excavation, backfill, pavement and sidewalk out and replacement
and painting.

2. To provide and set aside sufficient funds to defray the City's share of the construction cost of the work.

3. To provide and set aside each year sufficient funds for the complete maintenance (except the control apparatus) and operation of the traffic signal system, including the furnishing of electricity and the furnishing of all labor, tools and equipment necessary to replace broken or defective material and apparatus and, when deemed necessary and upon the approval of the State, to install additional apparatus; all equipment and apparatus, whether replacements or additions, to be State furnished; maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants of the City herein contained and the faithful performance thereof, the State agrees:

1. To furnish and deliver as needed all electrical materials, equipment and apparatus necessary for a complete and functioning traffic signal system.

2. To furnish and provide engineering inspection and service at no expense to the City.

3. To fully maintain all control apparatus.

4. To furnish and deliver replacements for broken or defective materials and apparatus and when deemed necessary, additional apparatus as signal heads, phases and walk-wait heads.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

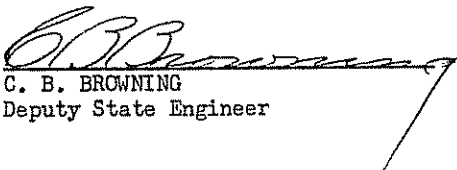
It is specifically understood and agreed that the State is bound by this agreement to furnish and deliver certain materials and apparatus, as hereinbefore stated, and that the City, in the installation of the traffic signal system and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement
the day and year first written above.

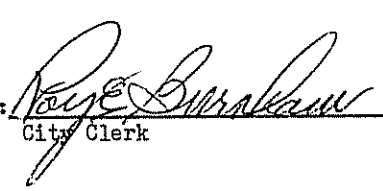
STATE OF ARIZONA

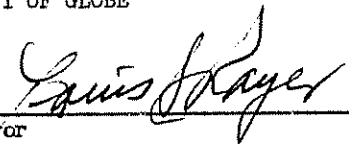
BY: WM. E. WILLEY
State Highway Engineer

Attest: _____

BY: 
C. B. BROWNING
Deputy State Engineer

CITY OF GLOBE

Attest: 
City Clerk

BY: 
Mayor